

IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY, SOUTH CAROLINA

JANE DOE,
Plaintiff,

RCVD - USDC COLA SC
FEB 26 '25 AM 10:51

v.

SOLA STATION APARTMENTS, SOLA STATION LEASING OFFICE STAFF, JOHN DOE(S) AND JANE DOE(S)
IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES,
Defendants.

CIVIL ACTION NO.: 3:25-cv-01150-MGL-SVH

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Jane Doe, proceeding under a pseudonym for privacy and protection, brings this action against Defendants Sola Station Apartments, its Leasing Office Staff, and unnamed individuals responsible for the wrongful conduct described herein, and states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to **S.C. Code Ann. § 15-7-30**, as the events giving rise to this action occurred in Richland County, South Carolina.
2. Venue is proper in this Court because Defendants conduct business in Richland County, and the property in question is located within this jurisdiction.

PARTIES

3. Plaintiff **Jane Doe** is an individual currently residing at Sola Station Apartments in Columbia, South Carolina.
4. Defendant **Sola Station Apartments** is a residential property management entity operating in Columbia, South Carolina.
5. Defendant **Sola Station Leasing Office Staff, including John Doe(s) and Jane Doe(s)**, are employees, managers, and agents of Sola Station Apartments responsible for enforcing policies and lease agreements, and they acted under the authority of Sola Station Apartments.
6. Each individual leasing office staff member participated in the wrongful acts alleged herein and is sued in both their **individual and official capacities**.

FACTUAL ALLEGATIONS

7. Plaintiff entered into a **valid lease agreement** with Defendant Sola Station Apartments and continues to reside at the premises in compliance with the lease terms.
8. Despite Plaintiff's compliance, Defendants have wrongfully assessed excessive and improper rental charges, causing undue financial hardship.

9. Plaintiff has disputed these charges on multiple occasions, yet Defendants, particularly members of the leasing office staff, have **refused to correct the billing errors** and continue to demand unlawful payments.

10. Defendants have **targeted Plaintiff because she rents a studio apartment and lives alone**, believing her to be more vulnerable to predatory practices and less likely to challenge unfair treatment.

11. Defendants have engaged in **racially discriminatory housing practices** by unfairly targeting Plaintiff, a Black tenant, with predatory rental fees and unfair treatment compared to non-Black tenants.

12. Defendants' discriminatory actions include, but are not limited to:

- Unjustified increases in rental charges directed at Plaintiff.
- Harassment and hostility from leasing office staff when Plaintiff raises concerns.
- Differential treatment compared to similarly situated non-Black tenants.
- **Taking advantage of Plaintiff's single status and lack of co-tenants to dispute their unlawful practices.**

13. Plaintiff has suffered **emotional distress, mental anguish, and financial harm** due to Defendants' actions, including threats of eviction, continuous demands for illegitimate charges, and refusal to provide adequate responses to Plaintiff's complaints.

CAUSES OF ACTION

COUNT I – BREACH OF CONTRACT

14. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

15. Plaintiff entered into a **valid lease agreement** with Defendants.

16. Plaintiff has fulfilled all obligations under the lease, including timely payment of rent.

17. Defendants have breached the lease by **imposing unauthorized charges** and demanding excessive rent payments without justification.

18. As a direct and proximate result of Defendants' breach, Plaintiff has suffered **financial loss, undue hardship, and emotional distress**.

COUNT II – VIOLATION OF THE FAIR HOUSING ACT (42 U.S.C. § 3601 et seq.)

19. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

20. The **Fair Housing Act** prohibits housing discrimination based on race.

21. Defendants, including leasing office staff, have engaged in racial discrimination by unfairly targeting Plaintiff with:

- Excessive and baseless rent charges.
- Hostile and dismissive treatment when addressing concerns.
- Threats of eviction without merit.

22. Defendants have also **exploited Plaintiff's single-tenant status**, believing she lacks the support system or resources to challenge their unlawful practices.

23. Defendants' conduct constitutes **racial discrimination in housing**, creating a hostile and oppressive living environment.

COUNT III – UNJUST ENRICHMENT

24. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

25. Defendants have no **legal or contractual basis** to demand excessive or unauthorized payments.

26. Defendants' continued **wrongful financial demands** amount to unjust enrichment at Plaintiff's expense.

COUNT IV – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

27. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

28. Defendants' conduct is **extreme, outrageous, and beyond the bounds of decency** in a civilized society.

29. The leasing office staff's **harassment, hostility, and threats of eviction** have caused Plaintiff **severe emotional distress**, including anxiety, depression, and financial strain.

30. Defendants **deliberately preyed upon Plaintiff's single-tenant status**, subjecting her to undue stress and hardship.

31. Defendants' actions were intentional, reckless, and designed to cause harm.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and grant the following relief:

- A. A **declaratory judgment** that Defendants' actions violate the lease agreement and fair housing laws;
- B. An **order enjoining** Defendants from further discriminatory, predatory, and unlawful rental practices;
- C. **Reimbursement** of all improper charges and fees imposed by Defendants;
- D. **Compensatory damages** in the amount of **\$200,000** for financial harm, emotional distress, and pain and suffering;
- E. **Punitive damages** as determined by the Court to deter Defendants from continuing these unlawful practices;
- F. **Attorney's fees** (if applicable) and any other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

DATED: 2/26/25

Respectfully submitted,

Jane Doe

po box 7443 Norfolk va 23509

thesalvationseries@yahoo.com

757-619-1188

Plaintiff, Pro Se

